

<b>SOLICITATION, OFFER AND AWARD</b> <small>(CONSTRUCTION, ALTERATION, OR REPAIR)</small>	1. SOLICITATION NO. H04-849	2. TYPE OF SOLICITATION SEALED BID (IFB) X NEGOTIATED (RFP)	3. DATE ISSUED 1/24/05	PAGE OF PAGES 36
<b>IMPORTANT--THE "OFFER" SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.</b>				
4. SUBCONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 935756A	5. W/O NO. 120820		
7. ISSUED BY:  SAIC FREDERICK NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201		8. ADDRESS OFFER TO:  SAIC FREDERICK NCI-FREDERICK CANCER RESEARCH & DEVELOPMENT CTR. P.O. BOX B BLDG. 1050, RM. 101, BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201  SOLICITATION # <u>H04-849</u> DUE DATE & TIME <u>February 24, 2005 4 PM</u> BLDG. 1050, RM. 101, NCI-FREDERICK, FORT DETRICK		
9. FOR INFORMATION CALL:	A. NAME Rachel B. Beard Email: <a href="mailto:rbeard@ncifcrf.gov">rbeard@ncifcrf.gov</a>	B. TELEPHONE NO. (INCLUDE AREA CODE) (NO COLLECT CALLS) 301-846-6961		
SOLICITATION				
<b>NOTE: IN ADVERTISED SOLICITATIONS "OFFER" AND "OFFEROR" MEAN "BID" AND "BIDDER".</b>				
10. SAIC FREDERICK REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (TITLE, IDENTIFYING NO., DATE)  The Contractor shall furnish all engineering, supervision, labor, materials and incidentals necessary to complete the requirements to design, fabricate, ship, install, commission, acceptance test and train personnel to use a vacuum cage waste disposal system to include an outside 6 cubic yard carbon steel dumpster, as referenced in the attached Specification No. 120820-PS-01 Rev 1 dated November 15, 2004 and Drawing 567-69-G01 dated October 5, 2004. System shall be designed to fit the concrete pad as per attached drawings 567-69-G01 and 567-69-S01 dated October 5, 2004. Cage Waste unit shall be FOB Destination, freight included in the price.  A Pre-bid Conference and site visit will be held February 2, 2005 in the Conference Room of Building 426 at 2:00 O'clock p.m. EST. Please notify the party in Block 9 of your intention to attend. Due to the necessity to change clothing prior to entering the proposed area a make up site visit will be granted only under dire circumstances.				
11. THE SUBCONTRACTOR SHALL BEGIN PERFORMANCE WITHIN <u>5</u> BUSINESS DAYS OF NOTICE TO PROCEED SEE PARAGRAPH B.5 FOR PROJECT ACCEPTANCE DATE				
12A. THE SUBCONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS.  X YES NO      REQUIRED IF AMOUNT OF AWARD IS OVER \$25,000. PERFORMANCE BOND 100%, PAYMENT BOND 100% OF AWARD				12B. CALENDAR DAYS  5
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. SEALED OFFERS IN ORIGINAL AND <u>3</u> COPIES TO PERFORM THE WORK REQUIRED ARE DUE AT THE ROOM SPECIFIED IN ITEM 8 BY <u>4:00 P.M.</u> LOCAL TIME FEBRUARY 24, 2005. IF THIS IS A SEALED BID SOLICITATION, OFFERS WILL BE PUBLICLY OPENED AT THAT TIME. SEALED ENVELOPES CONTAINING OFFERS SHALL BE MARKED TO SHOW THE OFFEROR'S NAME AND ADDRESS, THE SOLICITATION NUMBER, AND THE DATE AND TIME OFFERS ARE DUE. B. ALL OFFERS ARE SUBJECT TO THE (1) WORK REQUIREMENTS, AND (2) OTHER PROVISIONS AND CLAUSES INCORPORATED IN THE SOLICITATION IN FULL TEXT OR BY REFERENCE. C. OFFERS PROVIDING LESS THAN <u>60</u> CALENDAR DAYS FOR ACCEPTANCE AFTER DATE OFFERS ARE DUE WILL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.				

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## INTRODUCTION

GOVERNMENT RELATIONSHIP: This contract is awarded by the SAIC-Frederick, Inc., a subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute, Frederick. The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Contractor and the Government.

## PART I—THE SCHEDULE

### SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The Contractor shall furnish all engineering, supervision, labor, materials and incidentals necessary to complete the requirements to design, fabricate, ship, install, commission, acceptance test and train personnel to use a vacuum animal cage waste disposal system to include an outside 6 cubic yard carbon steel dumpster, as referenced in the attached Specification No. 120820-PS-01 Rev 1 dated November 15, 2004 and Drawing 567-69-G01. Cage Waste unit shall be FOB Destination; freight included in the price. System shall be designed to fit the concrete pad as per attached drawings 567-69-G01 and 567-69-S01 dated October 5, 2004.

#### B.2. TYPE OF CONTRACT

This contract is a Fixed Price contract payable entirely in U.S. dollars. No additional sums will be payable on account of any escalation in the cost of materials, equipment, labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Changes in contract price or time to complete will be made only due to changes made by SAIC-Frederick's Contracting Officer in the work to be performed.

#### B.3. PRICES/COSTS

Cage Waste Disposal System	1	Ea	\$
Installation of Cage Waste System	1	Ea	\$
Delivery of Cage Waste System	1	Lot	\$
TOTAL			\$

#### **B.4. ADVANCE UNDERSTANDING**

##### **B. Items/Facilities to be Furnished to the Contractor:**

If available, the following utilities will be furnished at the job site. Once the contractor has received hook-up/termination approval from SAIC-Frederick, Inc., any hook-up/termination costs will be at the contractor's expense; however the usage of the utilities will be at no cost to the contractor. Telephone usage is restricted to emergency calls in support of this subcontract.

X	Electricity
X	Water

##### **C. Sanitary Facilities**

The Contractor shall furnish and be fully responsible for its own sanitary facilities. NCI-Frederick toilet facilities are not available for use by contractor personnel.

#### **B.5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

The Contractor shall be required to (a) commence work under this contract within 5 business days after the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than July 1, 2005. The time stated for completion shall include final clean up of the premises. The completion date is based on the assumption that the successful offeror will receive the Notice to Proceed by March 7, 2005. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the Notice to Proceed, except to the extent that the delay in issuance of the Notice to Proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.



## **SECTION C—DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1. STATEMENT OF WORK**

#### **A. SCOPE**

The Contractor shall furnish all engineering, supervision, labor, materials and incidentals necessary to complete the requirements to design, fabricate, ship, install, commission, acceptance test and train personnel to use a vacuum cage waste disposal system to include an outside 6 cubic yard carbon steel dumpster, as referenced in the attached Specification No. 120820-PS-01 Rev 1 dated November 15, 2004 and Drawing 567-69-G01 dated 10/5/04. Cage Waste unit shall be FOB Destination, freight included in the price. System shall be designed to fit the concrete pad as per the attached drawings 567-69-S01 dated 10/5/04.

#### **1. REQUIRED SERVICES**

Service will include the daily removal and proper disposal of debris from the project site and the NCI-Frederick facility.

#### **2. INDEPENDENT CONTRACTOR**

The Contractor in rendering the services hereunder shall be deemed to be an independent contractor and not an employee, agent or officer of SAIC-Frederick. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures.

The Contractor will provide services to SAIC-Frederick in accordance with generally accepted professional practice.

#### **3. MEETINGS**

Progress meetings involving representatives of the Contractor and their major lower-tier contractors and SAIC-F personnel will generally be conducted bi-weekly at Building 350, NCI-FCRDC by the COTR for the duration of the contract. More or less frequently held meetings may be necessary as determined by the COTR or the Project Manager in the absence of the COTR.

#### **4. PROJECT SCHEDULING**

The contractor shall provide written notification to SAIC-F's Contracting Officer of any actual or potential situation that threatens to delay the timely performance of work under this contract. The notification shall include all relevant information and shall be made immediately upon the contractor having knowledge of the actual or potential situation, which may delay this contract along with a mitigation plan.

The final 14 days of performance is reserved for on site installation work. The earliest projected availability date for setting the vacuum animal cage waste disposal unit is April 1, 2005.

The Contractor shall maintain a detailed schedule. The schedule shall incorporate all appropriate milestones, including but not limited to, Notice to Proceed, production schedule, delivery schedule, installation schedule, substantial completion, project acceptance, project closeout. The schedule must be in Gantt format.

**SECTION D—PACKAGING AND MARKING**

**D.1. PACKAGING AND SHIPPING**

Any deliverables required under this Contract, shall be packaged, marked, and shipped in accordance with commercial standards, or as specified herein. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials be delivered in immediate usable and acceptable condition.

## **SECTION E—INSPECTION AND ACCEPTANCE**

### **E.1. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with Section C.

### **E.2 DEFINITIONS**

**a. Substantial Completion Date:** Date when all project features are complete, and only a small number of non-critical punchlist items remain. Project is capable of being used for its intended purpose.

**b. Project Acceptance:** Date after Substantial Completion and SAIC-F has accepted the project with all punchlist items (non-critical) completed.

**c. Project Closeout:** Date when SAIC-F has accepted all contractual requirements with final releases of liens/claims and final invoice paid to contractor.

**d. Business Day:** 8:00 am – 5:00 pm Monday – Friday Excluding Federal Holidays.

**e. Non-critical punchlist items:** Those deficiencies that are minor in nature as determined by the Contracting Officer but must be corrected to achieve Project Acceptance. Example: touch-up painting and minor landscaping.

**f. Pre-commissioning Completion date** – date when all structural, architectural, and functional systems and features of the project are complete, the project pre-commissioning of all individual components is complete, and all critical punchlist items have been completed.

**g. Substantial Completion Date** – date when all functional systems and project features are complete, systems commissioning/acceptance testing has been completed, and only a small number of non-critical punchlist items remain. Project is capable of being used for its intended purpose. Training of SAIC-F/NCI occurs after this date.

**h. Non-critical punchlist item** – those deficiencies that are minor in nature but must be corrected to achieve Project Acceptance, e.g. touch-up painting, installation of missing face plate, installation of wall hangings, installation of minor casework damaged in original shipment, minor landscaping, etc.

**i. Critical punchlist item** – all deficiencies that are not “non-critical

**j. Pre-Commissioning** – the process of functionally testing individual pieces of equipment but not as a system.

**k. Systems Commissioning/Acceptance Testing** – the process of testing, operating, and demonstrating that the complete system functions as the contract required. Systems commissioning extends beyond the testing, operation, and demonstration associated with individual pieces of.

**I. Hours of Work:**

Contractor shall be prepared to execute the contracted work during Buyer's standard working hours of 0700 to 1500, Monday through Friday, unless directed otherwise.

Contractor may elect to work during other periods, provided:

- (a) A written request is submitted to the SAIC-F's COTR at least two (2) work days in advance;
- (b) The request is approved by the SAIC-F's Contractual Representative.
- (c) SAIC-F's holidays are as follows:

New Year's Day  
King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day



**SECTION F—DELIVERIES OR PERFORMANCE**

**F.1. DATE OF DELIVERY/PERIOD OF PERFORMANCE**

The Contractor shall deliver in accordance with the following schedule:

ITEM NUMBER	DESCRIPTION OF PRODUCT OR SERVICE	DATE FOR DELIVERY
1	Insurance Certificate	5 days after award
2	Performance Bond	5 days after award
3	Project Schedule	With Proposal
4	Contractor Representative Information	With Proposal
5	Emergency Contacts List	Prior to on-site work
6	Worksite safety Plan	Prior to on-site work
7	List of Company Officials	10 days after award
8	Material Safety Data Sheets	10 days after award
8	Daily Reports	COB daily
9	SF 1413	In accordance with H.5
10	Detailed Schedule	10 days after award
11	Final Invoice	Within 45 calendar days of project acceptance

**SECTION G—CONTRACT ADMINISTRATION DATA**

**G.1. CONTRACT REPRESENTATIVES**

**1. SUBCONTRACT ADMINISTRATION**

**SAIC-FREDERICK, INC**

ADDRESS	SAIC SUBCONTRACT ADMINISTRATOR	CONTACT INFORMATION
SAIC- Frederick, Inc.	Rachel Beard	Phone: 301-846-6961
P.O. Box B, Building 1050	Sr. Subcontract Specialist	Fax: 301-846-6541
Frederick, MD 21702		Email: rbeard@ncifcrf.gov

**CONTRACTOR**

ADDRESS	SUBCONTRACT ADMINISTRATION	CONTACT INFORMATION
Name:	Name:	Phone:
Street Address:	Title:	Fax:
City,State,Zip:		Email:

**2. TECHNICAL REPRESENTATIVES**

The following person is appointed as the SAIC-F's Contracting Officer's Technical Representative (COTR). See Section H. 1. for the duties and authority of the COTR relating to this contract.

**SAIC-FREDERICK, INC**

ADDRESS	SAIC REPRESENTATIVE	CONTACT INFORMATION
SAIC- Frederick, Inc.	Geoff Needham	Phone: 301-846-1276
P.O. Box B, Building 350	COTR	Fax: 301-846-6324
Frederick, MD 21702		Email: gneedham@ncifcrf.gov

Regarding technical representation as relating to this subcontract, the contractor hereby appoints the following person:

SAIC-Frederick shall pay the Subcontractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for products delivered and/or services rendered and accepted, contractor release of claims/liens, and less any deductions provided in this contract.

A proper invoice will be deemed to have been received when it is received by the office designated in this contract for receipt of invoices and acceptance of the items delivered or services rendered have occurred.

Payment shall be considered made on the date on which a check for such payment is dated.

#### PAYMENT SCHEDULE

15%	Upon approval of drawing submittal
40%	Upon delivery of unit on site
35%	Upon Substantial Completion
10%	Upon Project Acceptance

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H. 1. SAIC CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

The following COTR will represent SAIC-Frederick, Inc. for the purpose of this contract:

COTR NAME	Geoff Needham
PHONE	301.846.1276
EMAIL ADDRESS	<a href="mailto:gneedham@ncifcrf.gov">gneedham@ncifcrf.gov</a>

The COTR is responsible for: (1) monitoring and documenting the contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) performing technical evaluation as required; (3) performing scheduled and unscheduled technical inspections; (4) assisting the contractor in resolution of technical problems encountered during performance; and (5) monitoring site activity for compliance with contract safety and labor requirements.

For guidance from the COTR to be valid, it must (1) within the limitations of the ordering clause (2) be consistent with the description of work set forth in this contract; (3) not constitute new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into this contract; (4) not constitute a basis for an extension to the period of performance or contract delivery schedule; (5) not constitute a basis for any increase in the contract price.

Only the Contracting Officer has authority to: (1) increase or decrease the contract amount; (2) direct or negotiate and execute changes; (3) modify or extend the period of performance; (4) change the schedule of completion; (5) authorize payment under this subcontract; (6) otherwise modify any terms or conditions of this subcontract.

### **H.2. SUBCONTRACTOR REPRESENTATIVES**

In accordance with Section I, General Provision Clause 52.236-6, the contractor will provide a competent full time foreman or superintendent satisfactory to SAIC-F. Said representative shall have authority to act for the subcontractor on the work site at all times.

Within 10 calendar days after award, the contractor shall supply to the Contracting Officer a listing of all company officials representing the chain of authority from the site superintendent to the President (or the owner (s) in the case of a partnership or proprietorship) including information of those people's names, titles, locations, and telephone numbers.

### **H. 3. EMERGENCY CONTACTS**

Prior to on-site work, the contractor will designate the names, addresses, and telephone numbers of those persons (normally including the foreman or superintendent) to be contacted in case of emergencies occurring outside the regular hours of work, with at least one alternate so designated. Similar information shall be furnished for principal lower tier subcontractors.

#### **H. 4. PARKING**

All personnel engaged on the site by the contractor shall park their vehicles on the parking lot as directed by the COTR. Only necessary work vehicles shall be allowed at the construction site.

The COTR shall act as the principle liaison between the contractor and other activities on site to provide or obtain (but not limited to):

- (a) Entrance information and routes for delivery of supplies and equipment.
- (b) Storage areas for the contractor's materials and equipment. (Generally limited to the contractor's site.)
- (c) Parking areas for contractor's trucks, cranes, etc.
- (d) Approvals, clearances, permits, and inspections.
- (e) Notification to affected activities regarding interruptions of service.
- (f) Compliance of the contractor with the general and specific requirements listed herein.

Contractors shall promptly comply with all orders and directions of uniformed Police and Firemen on the site.

#### **H. 5. LOWER TIER SUBCONTRACTORS**

Within fourteen (14) days after date of award, the contractor shall comply with Section I, General Provision Clause 52.222-11, Subcontract Labor Standards by completing, for each lower tier subcontractor subject to the labor provisions of the subcontract, the Statement and Acknowledgement Form (SF1413). Copies of the form may be obtained from the Contracting Officer and it may be reproduced. As an alternative to using the form, the subcontractor may furnish all of the required information and signatures on plain paper. Note that the information of lower tier subcontracting is required within fourteen (14) days after the subcontract award of any lower tier subcontractors.

In addition to the reporting of those lower tier subcontracts subject to the labor provisions listed in Block 12 of SF1413, the subcontractor is required to provide to the Contracting Officer within fourteen (14) calendar days a complete listing of other lower tier orders which represent a significant portion of the total effort, including all in excess of \$25,000.00. Any of these other lower tier orders that are subsequently awarded must be reported within fourteen (14) calendar days after award.



## **H. 6. SAFETY AND ENVIRONMENTAL**

Safety and environmental requirements are stated in the contract and in the attached specifications. Failure of the contractor to meet safety and environmental requirements or by failing to properly instruct, train, and supervise workers, will be considered a material breach of contract. Such a breach may result in suspension of the work or termination of the contract, until necessary corrections are made to assure a safe, healthy, and compliant environment.

The contractor is required to comply with all applicable federal, state, and local regulations on occupational safety and environmental protection to include, as a minimum: 29 CFR 1910.134, 29 CFR 1910.145, 29 CFR 1926.1101, 29 CFR 1910.1001, ANSI Z9.2-79, ANSI Z88.2-93, Code of MD Regulations 26.11.15 and 26.11.; 40 CFR; 49 CFR; COMAR Title 26; Executive Order 12969 (applies to contracts exceeding \$100,000); Executive Order 12856; NCI-Frederick Spill Prevention, Control, and Countermeasures Plan; Fort Detrick National Pollutant Discharge Elimination System Permit MD0020877.

The contractor is required to notify the Contracting Officer immediately of any visit to their worksite by a federal, state, or local regulatory official or of any notice of violation or citation by a regulatory official. The contractor is required to provide the Contracting Officer with a copy of the final citation after any negotiation with the regulatory agency.

The “**Chemical Usage Report**”, located in Section J, must be submitted with MSDS’s outlining the products and/or chemicals that have been brought on site. The contractor must provide this Chemical Usage Report and MSDS’s to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Contractors will be required to provide/ maintain a current MSDS for all products and/or chemicals brought onto NCI-Frederick property. Therefore, if the contractor brings any additional products and/or chemicals on site an MSDS must be provided for those products and/or chemicals and the chemical usage report must be updated listing the additional products and/or chemicals.

## **H. 7. WORKSITE SAFETY PLAN**

The contractor is required to provide a signed copy of their worksite safety plan to the Contracting Officer for review prior to on-site work. Adherence to the worksite safety plan is the responsibility of the contractor, and the conduct of SAIC-Frederick in the monitoring of the contractor’s safety practices will not relieve the contractor of any contractual or regulatory requirements, including applicable legal requirements.

## **H.8 FIRE PREVENTION**

Any process producing a spark, flame, or heat is subject to the requirements of NCI-Frederick Health, Safety and Environmental Compliance Program Manual. The contractor must coordinate with the Project Manager to obtain a Hot Work Permit from the Fort Detrick Fire

Department prior to commencement of any work covered by the above regulations. This requirement includes, but is not limited to, work involving cutting, soldering, torching or welding. While the Contractor retains responsibility for obtaining the Hot Work Permit, the Project Manager shall facilitate Contractor's acquisition of the Hot Work Permit by contacting the Fort Detrick Fire Department either on behalf of or along with the Contractor. The Project Manager must receive a copy of a current valid Hot Work Permit each time hot work will be performed under this contract. The Fort Detrick Fire Department is located in building 1504 and may be reached by phone at 301-619-2528. This number is operational 24 hours a day, seven days a week. A copy of the Hot Work Permit must be maintained at the worksite during the period of the hot work. The Contractor is required to provide and have onsite an operational ABC type fire extinguisher during all hot work operations.

#### **H.9 HOT WORK INSURANCE**

If a Hot Work Permit is required the insurance requirements set forth in Section 19, SAIC-Frederick Terms and Conditions, shall be increased. The contractor shall procure at its expense, and maintain insurance for Open Flame Work in the amount of \$5,000,000. per occurrence and \$5,000,000. aggregate providing coverage for claims arising out of the performance of the contractor.

#### **H.10. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES**

The contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

#### **H. 11 LIQUIDATED DAMAGES**

Liquidated damages shall be paid at the rate of \$460.00 per day for each day of delay if the contractor fails to complete the work within the time specified. If SAIC terminates the contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs caused SAIC in completing the work.

## **PART II—CONTRACT CLAUSES**

### **SECTION I—CONTRACT CLAUSES**

#### **USE OF GOVERNMENT CLAUSE PROVISIONS**

Although SAIC Frederick, Inc. is a commercial organization, in the interest of economy, we have utilized Government clauses with the following changes:

Where the words “Contracting Officer” or “Government” appear, it shall be understood to mean “Prime Contractor” provided; however, that such substitution in no way supersedes or diminishes any rights or responsibilities of the Government under public law, Federal Acquisition Regulations, or in the terms of the prime contract, including, but not limited to, the right to review, audit, and approve any records or procedures of the Subcontractor. Where the word “Contractor” appears, it shall be understood to mean “Subcontractor” and where “Contract” appears, it shall be understood to mean “Subcontract”.

These above conditions also apply to the usage of these words as they appear through the **SPECIAL PROVISIONS** and all other terms and conditions applicable to this contract.

#### **A. FEDERAL ACQUISITION REGULATIONS**

The following Federal Acquisition Regulations clause provisions are incorporated by reference and have the same force and effect as if they were in full text. Upon request, the Contracting Officer will make the following clauses available in full text. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

#### **NEGOTIATED FIXED PRICE SERVICES CLAUSES**

Reg	Clause	Date	Clause Title
FAR	52.202-1	Dec-01	Definitions, Alternate I (May 2001)
FAR	52.203-3	Apr-84	Gratuities
FAR	52.203-5	Apr-84	Covenant Against Contingent Fees
FAR	52.203-7	Jul-95	Anti-Kickback Procedures
FAR	52.203-8	Jan-97	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

FAR	52.203-10	Jan-97	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Jun-03	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.204-4	Aug-00	Printed or Copied Double-Sided on Recycled Paper
FAR	52.209-6	Jul-95	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.211-5	Sep-00	Material Requirements
FAR	52.211-10	Sep-00	Commencement, Prosecution, and Completion of Work ( <i>first blank: within 5 days</i> )
FAR	52.215-2	Jun-99	Audit and Records - Negotiation
FAR	52.215-10	Oct-97	Price Reduction for Defective Cost or Pricing Data
FAR	52.215-12	Oct-97	Subcontractor Cost or Pricing Data
FAR	52.215-14	Oct-97	Integrity of Unit Prices
FAR	52.215-15	Jan-04	Pension Adjustments and Asset Reversions
FAR	52.215-18	Oct-97	Reversion of Adjustment Plans for Post-Retirement Benefits Other Than Pensions
FAR	52.215-19	Oct-97	Notification of Ownership Changes
FAR	52.215-21	Oct-97	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications
FAR	52.222-1	Feb-97	Notice to the Government of Labor Disputes
FAR	52.222-3	Jun-03	Convict Labor
FAR	52.222-4	Sep-00	Contract Work Hours and Safety Standards Act-Overtime Compensation
FAR	52.222-6	Feb-95	Davis Bacon Act
FAR	52.222-7	Feb-88	Withholding of Funds
FAR	52.222-8	Feb-88	Payrolls and Basic Records
FAR	52.222-9	Feb-88	Apprentices and Trainees
FAR	52.222-12	Feb-88	Contract Termination-Debarment
FAR	52.222-15	Feb-98	Certification of Eligibility
FAR	52.222-21	Feb-99	Prohibition of Segregated Facilities
FAR	52.222-23	Feb-99	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
FAR	52.222-26	Apr-02	Equal Opportunity
FAR	52.222-27	Feb-99	Affirmative Action Compliance Requirements for Construction
FAR	52.222-35	Dec-01	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.222-36	Jun-98	Affirmative Action for Workers with Disabilities



FAR	52.222-37	Dec-01	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
FAR	52.223-3	Jan-97	Hazardous Material Identification and Material Safety Data
FAR	52.223-5	Apr-98	Pollution Prevention and Right-to-Know Information
FAR	52.223-6	May-01	Drug-Free Workplace
FAR	52.223-14	Aug-03	Toxic Chemical Release Reporting
FAR	52.225-13	Dec-03	Restrictions on Certain Foreign Purchases
FAR	52.227-2	Aug-96	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.228-2	Oct-97	Additional Bond Security
FAR	52.228-5	Jan-97	Insurance-Work on a Government Installation
FAR	52.229-3	Apr-03	Federal, State and Local Taxes) (See SAIC Terms and Conditions for information on Maryland Sales and Use Tax Application)
FAR	52.232-1	Apr-94	Payments
FAR	52.232-8	May-97	Discounts for Prompt Payment
FAR	52.232-9	Apr-94	Limitation on Withholding of payments
FAR	52.232-11	Apr-84	Extras
FAR	52.233-1	Jul-02	Disputes
FAR	52.236-1	Apr-84	Performance of work by Contractor
FAR	52.236-2	Apr-84	Differing Site Conditions
FAR	52.236-3	Apr-84	Sire Investigations and Conditions Affecting the Work
FAR	52.236-6	Apr-84	Superintendence by the Contractor
FAR	52.236-7	Nov-91	Permits and Responsibilities
FAR	52.236-8	Apr-84	Other Contracts
FAR	52.236-9	Apr-84	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements
FAR	52.236-10	Apr-84	Operations and Storage Areas
FAR	52.236-11	Apr-84	Use and Possession Prior to Completion
FAR	52.236-12	Apr-84	Cleaning Up
FAR	52.236-13	Nov-91	Accident Prevention
FAR	52.236-14	Apr-84	Availability and Use of Utility Services
FAR	52.236.15	Apr-84	Schedules for Construction Contracts



FAR	52.236-17	Apr-84	Layout of Work
FAR	52.236-21	Feb-97	Specifications and Drawings for Construction Alt 1 (Apr-84)
FAR	52.236-26	Feb-95	Preconstruction Conference
FAR	52.242-13	Jul-95	Bankruptcy
FAR	52.242-14	Apr-84	Suspension of Work
FAR	52.243-4	Aug-87	Changes-Fixed Price
FAR	52.245-2	May-04	Government Property
FAR	52.246-12	Aug-96	Inspection of Construction
FAR	52.246-21	Mar-94	Warranty of Construction
FAR	52.248-3	Feb-00	Value Engineering-Construction
FAR	52.249-4	Apr-84	Termination For Convenience of the Government (Services)
FAR	52.253-1	Jan-91	Computer Generated Forms

**B. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS**

This subcontract incorporates the following DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION HHSAR 48 Chapter 3 clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.hhs.gov/ogam/oam/procurement/hhsar.html>

HHSAR	352.202-1	Jan-01	Definitions
HHSAR	352.232-9	Apr-84	Withholding of Contract Payments
HHSAR	352.270-4	Jan-01	Pricing of Adjustments
HHSAR	352.270-6	Jul-91	Publications and Publicity
HHSAR	352.270-7	Jan-01	Paperwork Reduction Act

### **C. SAIC-FREDERICK, INC. - TERMS AND CONDITIONS**

This subcontract incorporates the following SAIC – Frederick Inc. Terms and Conditions dated 4/08/04

#### **1. GOVERNMENT RELATIONSHIP**

This Order is made by SAIC-Frederick, Inc., a Subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute at Frederick (NCI-Frederick). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

#### **2. GENERAL RELATIONSHIP**

The Seller is not an employee of SAIC-Frederick, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

#### **3. DEFINITIONS**

Buyer – SAIC-Frederick, Inc.

Seller – The party (contractor) receiving the award from SAIC-Frederick, Inc.

Contracting Officer – The SAIC-Frederick, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between SAIC-Frederick, Inc. and the Seller.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

#### **4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS**

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows:

Unless a purposeful distinction is made clear and the context of the clause requires retention of the original definition, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Subcontractor" shall mean subcontractors of Seller at any tier, and the

terms "Government", "Contracting Officer" and equivalent phrases shall mean SAIC-Frederick, Inc. and SAIC-Frederick's Contracting Officer, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to SAIC-Frederick, Inc. to insure Seller's obligations to SAIC-Frederick, Inc. and to the United States Government, and to enable SAIC-Frederick, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <http://www.arnet.gov/far/>.

Copies of the clauses will be furnished by the Contracting Officer upon request.

## **5. ENTIRE AGREEMENT**

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller's proposal, quotation or acknowledgement forms, etc.) shall be a part of this order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

## **6. ACCEPTANCE AND MODIFICATION OF TERMS**

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

## **7. LEGAL CONSTRUCTION AND INTERPRETATIONS**

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

## **8. COMPLIANCE WITH LAWS AND REGULATIONS**

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

## **9. GIFTS**

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-

58).

#### **10. MARYLAND SALES AND USE TAX**

The State of Maryland has issued Direct Payment Permit #3 to SAIC-Frederick, Inc. for all vendor purchases for the NCI-Frederick effective August 29, 1996. A copy of this certificate is available to vendors upon request. SAIC-Frederick, Inc. is authorized to make direct payment of sales and use tax to the State of Maryland and vendors are not to add sales tax to invoices, nor are they responsible for collection of such taxes for purchases by SAIC-Frederick, Inc. for the NCI-Frederick after the above date.

#### **11. BUYER FURNISHED DATA AND MATERIALS**

All data and materials furnished by Buyer to Seller under this Order including drawings, specifications and written information and Buyer-owned parts and/or Buyer-owned tools and equipment shall be used solely for the work to be performed under this Order. Seller shall repair and maintain all tools at its own expense unless agreed to otherwise. Seller agrees to promptly return all such data and materials upon completion of the work or termination of this Order. Seller agrees to return all materials in the same condition as delivered to Seller, reasonable wear and tear excepted.

#### **12. NOTICE OF DELAY**

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.

#### **13. CHANGES AND SUSPENSION**

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.



#### **14. ADVERTISING**

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order, or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

#### **15. CONFIDENTIAL INFORMATION**

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

Seller shall not disclose to Buyer any information that it deems to be confidential or proprietary, and it is understood that no information received by Buyer, including manuals, drawings and documents, will be of a confidential nature or restrict in any manner the use or disclosure of such information by Buyer. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Buyer.

#### **16. INDEMNIFICATION**

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its lower tiers, or their employees, agents or representatives arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims that are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

#### **17. INFRINGEMENT INDEMNITIES**

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (II) in



a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (III) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

#### **18. NON-WAIVER OR RIGHTS**

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

#### **19. INSURANCE REQUIREMENTS-FOR WORK ON A GOVERNMENT INSTALLATION**

If this Order entails effort on a Government installation, including any off-site buildings owned or leased by the Government, the Seller must provide and maintain the minimum amounts of insurance stated below.

At Buyer's request, Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage are in force and providing not less than thirty days written notice prior to any cancellation or restrictive modification of the policies.

Further, the required insurance coverage below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverage and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at its own expense the following insurance coverage with minimum limits as stated:

- (i) Statutory Workers' Compensation and Employer's Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
- (ii) Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in this Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insureds and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
- (iii) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insureds on the policy;

- (iv) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (v) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer that may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

## **20. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS**

Seller shall not, nor shall Seller authorize or permit its employees, agents or lower tiers to disclose, export or re-export any Buyer information, or any process, product or service that is produced under this Order, without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State. In addition, Seller agrees to immediately notify Buyer if Seller is listed in the Table of Denial Orders published by the Department of Commerce, or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part.

The subject technology of this Subcontract (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports of any U.S. technology to Iran, Iraq, Libya, North Korea, Sudan, Cuba, and other destinations under U.S. sanction or embargo are forbidden.

Access to certain technology ("Controlled Technology") by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person's country of origin. SELLER is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. SELLER shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Subcontract.

SELLER hereby certifies that all SELLER employees who have access to the Controlled Technology are U.S. citizens, have a valid green card or, have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of this clause and have been authorized under export licenses to perform their work hereunder.

## **21. ASSIGNMENT**

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all

of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of SAIC-Frederick, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

## **22. DISPUTES**

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Seller shall proceed diligently with the performance of this Subcontract.

## **23. NOTIFICATION OF DEBARMENT/SUSPENSION**

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

## **24. QUALITY ASSURANCE**

The Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit Seller's facilities or such parts thereof as may be engaged in work relating to this Order in order to verify that Seller's performance is in accordance with all requirements of this Order. In addition, the Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit the facilities of the Seller's lower tiers or such parts thereof as may be engaged in work relating to this Order. The Seller shall include a like provision in all related lower-tier subcontracts. Nothing herein shall give the Buyer the right to issue direct orders or instructions to Seller's lower tiers. Seller shall be furnished prior notice of any planned visit.

## **25. ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between these SAIC Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order and any provisions.
- 2) SAIC-Frederick, Inc. Standard Terms and Conditions and Exhibits thereto.
- 3) Specifications
- 4) Drawings
- 5) Other documents or exhibits when attached.

## **26. TERMINATION**

Buyer may terminate this Order (in whole or in part) for convenience or for cause pursuant to the Federal Acquisition Regulation Part 49, "Terminations of Contracts" and/or the provisions of the individual Order.

## **27. SECURITY**

Under its contract with NCI-Frederick, SAIC-Frederick, Inc. may be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable SAIC-Frederick, Inc. to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to NCI-Frederick or any controlled premises.

*(End of SAIC Terms and Conditions of 4/08/04)*



**PART III—LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J—LIST OF ATTACHMENTS**

**J.1. ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>	<b>Number of Pages</b>
1	Specification No. 120820-PS-01 Rev. 1, dated 11/15/04	5
2	Drawings 567-69-G01 and 567-69-S01 dated 10/5/04	2
3	Daily Report for Onsite work	2
3	Chemical Usage Report	1
4	Representations and Certifications	8
6	General Wage Decision MD20030026 dated 7/2/04	3
7	Payment Bond	1
8	Performance Bond	1



**PART IV—REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K—REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

All pages of Attachment 4 (8), Representations and Certifications, must be completed and submitted with the contractor's proposal. At time of award, the Representations and Certifications made by the contractor shall be physically removed from the award document and incorporated by reference. The originals shall be retained as part of the SAIC-F contract file.

## **SECTION L— INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1. DEFINITIONS**

See Section I, SAIC-Frederick Standard Terms and Conditions, Paragraph 2 and 3 for definitions. The definitions are particularly important in using the standard Government (FAR) clauses of Sections I and L.

### **L2. CLAUSES**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB 1998  
This contract incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Full text is available on the worldwide web at [www.arnet.gov/far/](http://www.arnet.gov/far/)

52.215-1 Instruction to Offerors Feb 2000

FAR 52.216-1 Type of Contract Apr 1984  
SAIC-F contemplates award of a Firm Fixed Price Contract resulting from this solicitation.

52.236-27 Site Visit Feb 1995  
A Pre-bid Conference is scheduled and highly recommended. Due to the necessity to change clothing prior to entering the proposed area, a make up site visit will be granted only under dire circumstances. Offerors should assemble in the Conference Room of Building 426 on February 2, 2005 at 2:00 p.m. EST. Please contact the party in Block 9 of the SOA with your intention to attend.

Offerors should carefully examine the specifications. Both technical and business questions during the proposal period shall be directed in writing to the Contracting Officer on or before February 7, 2005 to permit a written reply to reach all prospective offerors before the submission of their offers. Offerors are encouraged to submit questions that address apparent discrepancies, ambiguities or omissions in contract requirements, including any needed information of site conditions or other requirements which may have significant impact on the cost of performance. The written questions should precisely refer to the solicitation requirements that appear to be in error or are troublesome. The inquiry should further state any proposed clarification or correction. Answers to all questions, along with the questions themselves, will be furnished to all prospective offerors. Facsimile transmissions of questions are acceptable. The FAX transmission number is (301) 846-6541, the verification number (301) 846-6961.

Offerors shall be fully aware of FAR Clause 52.236-3, Site Investigations and Conditions affecting the work. Offerors acknowledge by submitting a proposal that they have satisfied themselves as to the character of work and obstacles that may be encountered.

### **L.3 RIGHT TO AWARD BASED ON INITIAL OFFER**

SAIC-Frederick, Inc. reserves the right to award a contract based on initial offers received without discussions of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price, technical, and schedule standpoint.

SAIC-Frederick, Inc. has determined there is a high probability of adequate price competition for this acquisition. Upon examination of the initial offers, SAIC will review this determination and if, in SAIC-F's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if any time during this competition SAIC-F determines that adequate price competition no longer exists, offerors may be required to submit pricing information to the extent necessary for the contracting officer to determine the reasonableness of the price.

SAIC-Frederick, intends to award a contract without discussions with respective Offerors. However, SAIC-Frederick reserves the right to conduct discussions if deemed in its or the government's best interest.

SAIC-Frederick may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

### **L.4 SUBMISSION OF OFFERS**

Submit signed and dated offers to the office specified in this Solicitation at or before the exact time specified in Part A, Section 8.

### **L.5 PROPOSAL SUBMISSION REQUIREMENTS**

To assure timely and equitable evaluation of proposals, Offeror must follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of two (2) separate parts:

**Part I** – Price Proposal,

**Part II** – Technical Criteria

## FACILITIES MAINTENANCE AND ENGINEERING

## SPECIFICATION FOR

CAGE WASTE DISPOSAL SYSTEM  
FOR BUILDING 567

## NATIONAL CANCER INSTITUTE AT FREDERICK

## (NCI-FREDERICK)

## FORT DETRICK,

## FREDERICK, MARYLAND

1	11/12/04	Misc. wording changes	<i>RLP</i>	<i>SMP 11/12/04</i>	<i>ELO 11/15/04</i>	<i>LW 11/15/04</i>
0	10/4/04	Issue for Proposal	RGP	SMP	ELO	LW
Revision	Date	Reason For Revision	By	Checked	Customer	Approved

## CAGE WASTE DISPOSAL SYSTEM

### 1. SCOPE AND APPLICATION:

This specification defines the requirements to supply all engineering, supervision, labor, and materials to design, fabricate, ship, install, commission and acceptance test one (1), Cage Waste Disposal System. The Cage Waste Disposal System shall be installed at building 567 to serve rooms 117 and 118. The system shall use vacuum (pneumatic) technology and shall be designed specifically for transporting "cage waste bedding material". "Cage waste bedding material" is defined as either one or a combination of any of the following: ¾" or less corncob granule bedding material or wood shavings mixed with cotton fiber "Neslit" material (chewed up or occasionally a whole 2"x 2"x ¼" thick square), rodent urine and excrement, and rodent feed. Note: The wood shavings are randomly sized (length up to 2") for use as animal bedding and tends to mesh together. The system shall transport the waste via stainless steel piping to an outside dumpster. See below for specific system requirements and refer to drawings 567-69-G01 for a diagrammatic layout of the system.

### 2. PERFORMANCE/OPERATION REQUIREMENTS:

The Cage Waste Disposal System shall be capable of removing 12 cu. yards per 8 hour work day of "cage waste bedding material" as defined above @ 25 lbs/cu. ft. a distance of approximately 150 feet to an outside 6 cu. yd. dumpster. Prior to entering the dumpster, the waste shall be treated with lime (automatically) for acid neutralization and odor control. A rotary blower shall pull by vacuum the "cage waste bedding material" from a dump station, or by a hand-held vacuum hose, to a filter/receiver located above a dumpster located outside in an equipment housing structure (see item j.) The filter/receiver shall separate conveying air from the rodent waste and discharge clean conveying air to the atmosphere. A rotary feeder on the discharge of the filter/receiver shall deposit the waste into the dumpster.

### 3. FEATURES:

In addition to the above requirements, the following features shall be provided for the Cage Waste Disposal System:

- a. Custom Dump Station: A dump station (hopper interface) shall be provided at the "dirty" side of the tunnel washer in room 117 and shall match the width of the tunnel washer. The dump station shall be constructed of 304 SS (similar in design to the unit in building 539, room 208) and shall have a sturdy removable top dumping surface frame constructed of 3/8" SS bar stock, spaced 2.5" O.C. in a parallel arrangement from the front of the dump station to the back. The top frame surface shall withstand deformation under normal work conditions. In addition, a removable horizontal grid frame (1" square grids fabricated from 1/8" SS bar stock) shall be positioned a minimum of 6" below the top frame. The dump station shall be constructed and installed to allow for disconnection (without the requirement of tools) for cleaning under and around the immediate area. An industrial grade smooth bore flexible hose (same diameter as convey piping) with quick disconnects shall serve as the interconnection from the dump hopper to the convey piping. The dump station shall be designed to allow for the removal of the pipe interface (without the use of tools) so a trash can (approx. 22" diameter x 31" tall) can be rolled underneath the hopper. This method of dumping will be required in the event of an extended system failure.
- b. Vacuum Ports: A 2" vacuum hose port shall be provided in room 117 adjacent to the dump station and one in room 118. For each vacuum port location, provide a 2" diameter, 30' industrial grade, smooth bore hose along with a set of industrial grade floor cleaning attachments.



- c. Limestone Injection System: An automatic, adjustable feed, lime injection system shall be provided to neutralize odor and acidity. The waste shall be treated with lime (powder or pelletized) prior to entering the outside dumpster. An alarm shall be provided to indicate low level of lime. The lime feed rate shall be manually adjustable from 0 lbs/hour to 10 lbs/hour.
- d. Filter/Receiver Air Jets: An air-jet assembly shall be incorporated in the filter/receiver to provide periodic bursts of air to minimize the potential for build-up and clogging of waste material.
- e. Dumpster Interface/Alignment System and Dumpster: The dumpster interface shall be of similar design and function as the systems at buildings 571, 538, and 539 and shall be constructed of carbon steel designed to maintain an acceptable weather-proof seal with the dumpster. In addition, it shall allow a truck driver (without leaving the cab of his truck) to remove the dumpster from beneath the interface with a trash truck without making any adjustments to the dumpster interface, and return the dumpster in the same manner. Additionally, alignment rails constructed of carbon steel shall be provided to assist the truck driver in proper placement of the dumpster under the dumpster interface. The interface framing shall be sufficiently sturdy to withstand occasional minor collisions from the trash truck and shall be constructed of carbon steel structural tubing (round or rectangular). The dumpster shall be constructed of welded carbon steel of similar gage as standard steel dumpsters (i.e. 0.097" - 0.112" thick metal on body, and 10GA scuff plates, gussets, channels, reinforcement plates). The capacity of the dumpster shall be 6 cu. yds., the dumpster width shall be 72" (an industry standard) and be specially designed to couple with the dumpster interface. All exposed surfaces of the dumpster and interface shall be primed and painted with industrial grade chip resistant, rust inhibitor paint; color to be determined. The interior of the dumpster shall be coated with an industrial grade epoxy paint.
- f. Controls and Alarms: A NEMA-4 remote control panel shall be provided at the dump station to allow the operator to start/stop the system, select the material pick-up location (vacuum hose or hopper selection), and monitor alarms. Additionally, a main control panel that houses the control devices (motor starters, relays, PLC, etc) and control buttons and alarms shall be installed inside the Equipment Housing Structure (see item j). The electrical power feed shall be connected at the main control panel. A level indicator shall be provided on the filter/receiver to monitor material pass-through and shall be positioned avoid jamming from caking or crusting material. A level indicator shall be provided to indicate a full dumpster. When the dumpster becomes 100% full, an alarm (both audible and visual indicators) shall annunciate and the system shall shutdown. A proximity switch shall be utilized to detect the presence of the dumpster. If the dumpster is removed from its location under the hood interface (i.e. while being dumped), the system shall shutdown and an alarm will be displayed at the control panel.
- g. Piping: The piping used to convey the waste material shall be a minimum 3" O.D. 304 SS tube or better, fitted with leak proof fittings of similar stainless steel material.
- h. Noise Control: Noise control techniques shall be used to maintain a noise level at or below 70 decibels, 3 feet from the noise producing equipment and the Equipment Housing Structure.
- i. Vacuum Conveying System: Because of limited compressed air availability in the building, the use of a compressed air-driven system is not permitted. Other means shall be permitted such as a rotary blower type system.
- j. Equipment Location: All equipment for the Cage Waste Disposal Systems, except for necessary convey piping, remote control panel and the dump station, shall be located outside of the building in an Equipment Housing Structure as described below.
- k. Equipment Housing Structure: The Equipment Housing Structure shall be of similar design and function as the ones at buildings 571, 538, and 539. They shall consist of a structural metal framework with sheet metal skin. The structure shall be sized to fit the filter/receiver assembly, the main control panel, the rotary blower system, the lime dispensing system, and storage space for a 4' x 4' pallet of lime, allowing enough room for an employee to enter the space to comfortably add lime to the dispenser, and to conduct routine maintenance. A stairway shall be provided up to a standard size access door. In addition, a roll up door shall be provided to allow access for delivery and removal of the pallet with a forklift. The structure shall be elevated to allow for the Dumpster/Interface and Alignment System to be placed directly underneath the filter/receiver area. The structure shall be weather-tight.

4. UTILITY REQUIREMENTS:

At the time of proposal submission, the Offeror must provide SAIC-Frederick a list of utility service requirements including electrical service, compressed air, etc. for the cage waste system. The utilities on the drawing 567-69-G01 are assumed to be adequate for the system described herein. The Offeror must note any deviations.

5. FIELD VERIFICATION:

Field dimensions provided are for reference only and the successful Offeror shall physically verify all field dimensions prior to fabrication. The Offeror shall be responsible for verification and assurance that the Cage Waste Disposal System can be located in the planned space in building 567. This includes verification of all clearances around equipment as required for proper operation, maintenance, and safety.

6. DELIVERY AND INSTALLATION:

The Offeror shall provide a committed delivery date and a delivery schedule as part of the proposal submittal. An installation schedule shall be provided by the Offeror for SAIC-Frederick approval no later than ten (10) days after award. The Cage Waste Disposal System shall be delivered and installed by the Contractor. SAIC-Frederick will provide reasonable single point utility connections within 50 feet, as measured in "plan view", of the Cage Waste Disposal System. All labor and materials and modifications required to make the connections to these SAIC-Frederick furnished utilities will be the responsibility of the Contractor.

The installation shall be completed by qualified trades personnel and shall comply with all applicable state and local codes. The installation date shall be coordinated and agreed by both SAIC-Frederick and the Contractor. The Contractor shall receive, unload, store, and install the Cage Waste Disposal System during normal working hours. They are defined as: Monday thru Friday, 7:00 AM to 5:00 PM local time. Saturdays, Sundays and federal holidays are excluded as working days. Any deviation of those times will require SAIC-Frederick approval and shall be done at the Contractor's expense.

7. DRAWINGS AND MANUALS:

The Contractor shall submit approval drawings no later than 28 days after receipt of award. The drawings shall include at minimum, the floor plan showing pipe routing and equipment locations, details of major components, (i.e. filter/receiver, dumpster interface, dumpster, dump station, etc.), P& ID for controls and electrical design, product information that includes all major components, motors, controls, etc. The Contractor shall also submit structural requirements (loads, layout). Five sets of O&M manuals shall be provided upon completion of installation and prior to training.

8. START-UP, INSPECTION TESTING AND FINAL ACCEPTANCE:

- a. Upon completion of the installation of the Cage Waste Disposal System, the Contractor complete a thorough systems commissioning/acceptance test (as defined by FME SAIC-Frederick) under full load conditions in conjunction with the user. The test shall include operation of all system components and controls, and the dumpster removal and replacement.
- b. Prior to final payment and project acceptance the following shall be furnished in accordance with contract terms:
  - i. Any required certificates of inspection or independent laboratory test reports.

- ii. Project record and Operational Acceptance Testing documents.
- iii. Operating and maintenance data and manuals.
- iv. A spare parts list, OEM part numbers and local contacts.
- v. Warranties including those required from lower tier subcontractors. Include all pass-through and applicable warranties beyond the mandatory one-year warranty period.
- vi. Completion of all punch list items.
- vii. Point of Contact for warranty claims and service to include: Name, title, address, telephone number, contractual relationship and limits of authority to act on behalf of the subcontractor. Include procedure for escalation and resolution of problems.
- viii. One (1) set of replacement filters (non-proprietary) and contact/purchasing information.

9. TRAINING:

The Contractor shall provide training including all training materials and manuals for the equipment supplied. The training shall consist of two separate groups, at two different times. The first shall be for the facility maintenance shop personnel. The second shall be for the end users and operators. Each training session shall be a minimum of two (2) hours each to completely cover the appropriate materials and operations. The training sessions and materials shall be tailored to and pertinent to the function and job description of each class of students.

10. WARRANTY/SERVICE AGREEMENT:

The Warranty period shall begin only after date of substantial completion. Cost of warranty shall be part of this firm-fixed price contract included in this proposal. The warranty shall include labor and materials and the response time of the Contractor shall be within 48 hours of warranty service calls.

# DAILY PROGRESS REPORT

Date: \_\_\_\_\_

Day of Week: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Field Supervisor: \_\_\_\_\_

Weather Conditions	8 a.m. Temp. _____	Sunny	Overcast	Rain	Snow
	1 p.m. Temp. _____	Sunny	Overcast	Rain	Snow

## WORK IN PROGRESS

1. Description of Work Performed:

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2. Change Order Work Performed:

Change Order/- Directive #	List of Trades	Material/Eqmt. Delivered	Description of Work Performed

3. Verbal or Written Instruction Given:

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Personnel On Site				Equipment Status			
Craft	Foreman	Journeyman	Apprentice	Description	# On Site	# Used	# Not Used
Total							

**COMMENTARY**

4. Open Issues Requiring Resolution:

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5. Delays Encountered:

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6. Visitors To Site:

Visitor's Name/Representing	Time		Purpose of Visit	Remarks
	Arr.	Dep.		

7. Safety:

Accidents (Describe briefly):

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8. Equipment and Materials Delivered:

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9. Testing:

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10. General Comments:

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Field Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(9/01)



## CHEMICAL USAGE REPORT

**Instructions:** Complete this form and provide a Material Safety Data Sheet (MSDS) for **ALL PRODUCTS AND/OR CHEMICALS** that the Contractor will bring onto NCI-Frederick. The Contractor must provide this Chemical Usage Report and MSDS to the Contracting Officer prior to bringing any products and/or chemicals onsite.

Company: \_\_\_\_\_

Subcontract No./Delivery Order No.: \_\_\_\_\_

**Description of Job** (i.e. repainting south wall of animal facility): \_\_\_\_\_

**Location of Job** (i.e. Building 1071, Room 101): \_\_\_\_\_

## Chemicals and MSDS

[illegible]

*Attach Additional Sheets If Needed*

I certify that this information is true and accurate, and that I have listed all products and/or chemicals that will be brought onto NCI-Frederick Property.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name: \_\_\_\_\_

## PART IV - SECTION K

## Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- |                   |  |
|-------------------|--|
| 1. FAR 52.203-2   | Certification of Independent Price Determination   |
| 2. FAR 52.203-11  | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)                              |
| 3. FAR 52.204-3   | Taxpayer Identification  |
| 4. FAR 52.204-5   | Women-Owned Business (Other Than Small Business)   |
| 5. FAR 52.204-6   | Data Universal Numbering System (DUNS) Number  |
| 6. FAR 52.209-5   | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters                                 |
| 7. FAR 52.215-6   | Place of Performance   |
| 8. FAR 52.219-1   | Small Business Program Representations   |
| 9. FAR 52.219-19  | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program                                 |
| 10. FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. FAR 52.219-22 | Small Disadvantaged Business Status  |
| 12. FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products   |
| 13. FAR 52.222-21 | Certification of Nonsegregated Facilities  |
| 14. FAR 52.222-22 | Previous Contracts and Compliance Reports  |
| 15. FAR 52.222-25 | Affirmative Action Compliance  |
| 16. FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements  |
| 17. FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions  |
| 18. FAR 52.223-4  | Recovered Material Certification   |
| 19. FAR 52.223-13 | Certification of Toxic Chemical Release Reporting  |
| 20. FAR 52.225-2  | Buy American Act Certificate   |
| 21. FAR 52.225-4  | Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate   |
| 22. FAR 52.225-6  | Trade Agreements Certificate   |
| 23. FAR 52.226-2  | Historically Black College or University and Minority Institution Representation   |
| 24. FAR 52.227-6  | Royalty Information  |
| 25. FAR 52.230-1  | Cost Accounting Standards Notices and Certification  |
| 26. ----          | Certification Regarding Environmental Tobacco Smoke  |
| 27. ----          | Certification of Institutional Policy on Conflict of Financial Interest  |
| 28. FAR 15.406-2  | Certificate of Current Cost or Pricing Data  |

**To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.)** The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name of Authorized Individual)

\_\_\_\_\_  
(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....  
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
  - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

(a) Definitions.

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - ☐ TIN: \_\_\_\_\_
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - ☐ Offeror is an agency or instrumentality of a foreign government;
    - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_



(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCTOBER 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at: <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

If the Offeror has a DUNS Number, provide here.

DUNS No: \_\_\_\_\_



6. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)

(NOTE: Applies to contracts expected to exceed \$100,000.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that -
- (i) The Offeror and/or any of its Principals --
    - (A) Are [ ], are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
    - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
  - (ii) The Offeror has [ ], has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance** (Street Address  
(City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant  
or Facility if Other than Offeror or Respondent**

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
- (6) **(Complete only if the offeror represented itself a a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offeror, that--
- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision--

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**Small business concern,** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

**Women-owned small business concern,** means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**Veteran-owned small business concern** means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (Check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million



The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) **Representations.**

- (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- [ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- [ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) [ ] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;



- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**Alternate I (OCTOBER 1998)**

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm> . Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address \_\_\_\_\_ is, \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> . The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**12. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (MAY 2001)**

*(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)*

**a. Definition.**

*Forced or indentured child labor means all work or service--*

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

---

Listed Countries of Origin

---

- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

14. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

15. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

16. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

17. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the

contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

#### CERTIFICATION

The offeror certifies [ ], does not certify [ ] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

#### 18. 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

#### 19. 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)

**NOTE:** This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094).
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 39.
  - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
  - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), 5169, 5171, or 7389 (limited to
- ☐ (v) The facility is not located in or its outlying areas.

20. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies"
- (b) Foreign End Products:
 

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

21. **52.225-4 BUY AMERICAN ACT FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2004)**

[Note: This provision is applicable for requirements with a value of \$25,000 or more but less than \$175,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act."



- (b) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**FTA Country or Israeli End Products:**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

**Other Foreign End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**ALTERNATE I (JAN 2004)** As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$25,000 or more but is less than \$50,000.]**

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**Canadian End Products:**

Line Item No.: \_\_\_\_\_

(List as necessary)

**ALTERNATE II (JAN 2004)** As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

**[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$58,550.]**

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**Canadian or Israeli End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

**22. 52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2004)**

**[Note: This provision is applicable for acquisitions valued at \$175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.



**Other End Products**

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

23. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

- (a) **Definitions.** As used in this provision--

*Historically Black College or University* means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority Institution* means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- (b) **Representation.** The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

24. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)**

**ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

25. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

**Note:** This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

**Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.**

**If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.**

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.**

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

**(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).**

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.**

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.  
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

☐ (i) A Disclosure Statement filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES      ☐ NO

## 26. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

**(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.



27. CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST  
(OCTOBER 1995)

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is ☐ , is not ☐ currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.



28. 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

## ATTACHMENT 6

GENERAL DECISION: MD20030026 07/02/2004 MD26

Date: July 2, 2004

General Decision Number: MD20030026 07/02/2004

Superseded General Decision Number: MD020026

State: Maryland

Construction Types: Heavy (Heavy, and Sewer and Water Line)

Counties: Frederick and Washington Counties in Maryland.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	06/13/2003
1	06/18/2004
2	07/02/2004

ELEC0024-005 03/31/2002

	Rates	Fringes
Electricians:		
Frederick County.....	\$ 25.10	10.14

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\* ELEC0307-007 06/01/2004

	Rates	Fringes
Electricians:		
Washington County.....	\$ 23.00	10.60+4.50%

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SUMD1996-006 09/24/1996

	Rates	Fringes
Carpenter.....	\$ 11.80	2.56
Cement Mason.....	\$ 10.20	1.38
Dump Truck Driver.....	\$ 9.00	2.01
Laborers:		
Pipelayers.....	\$ 10.38	1.86
Unskilled (Including		
Rodman and Chainman).....	\$ 8.43	1.36
Plumber/Pipefitter.....	\$ 9.92	1.59
Power equipment operators:		
Backhoes.....	\$ 11.74	1.91
Bulldozers.....	\$ 12.01	2.06
Cranes.....	\$ 11.32	1.53
Excavators.....	\$ 12.19	2.00
Gradalls.....	\$ 12.49	1.74
Graders.....	\$ 12.60	2.82
Loaders.....	\$ 11.44	2.06
Mechanics.....	\$ 9.15	1.84
Pavers.....	\$ 10.50	1.29
Rollers.....	\$ 9.40	1.33

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<b>PAYMENT BOND</b> (see instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of subcontract)	
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("x" one)	
		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION	
SURETY(IES) (Name and business address)		PENAL SUM OF BOND	
		MILLION(S)	THOUSAND(S)
		HUNDRED(S)	CENTS
		SUBCONTRACT DATE	
		SUBCONTRACT NO.	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the SAIC Frederick (hereafter call the Contractor) and to the United States of America, joint obliges, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we the Sureties, bind our selves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>CONDITIONS: The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a lower tier subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the subcontract identified above, and any authorized modifications of the subcontract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.</p>			
PRINCIPAL			
Signature(s)	1	2	<i>Corporate Seal</i>
	( Seal )	( Seal )	
Name(s) & Title(s) (Typed)	1	2	
INDIVIDUAL SURETIES			
Signature(s)	1	2	( Seal )
	( Seal )	( Seal )	
Name(s) (Typed)	1	2	
CORPORATE SURETY(IES)			
Name & Address		State of Inc.	LIABILITY LIMIT
Signature(s)	1	2	<i>Corporate Seal</i>
Name & Title(s) Typed	1	2	



CORPORATE SURETY(IES)			(Continued)		SURETY B
Name & Address			State of Inc.	LIABILITY LIMIT	
Signature(s)	1		2		<i>Corporate Seal</i>
Name & Title(s) Typed	1		2		
<b>SURETY C</b>					
Name & Address			State of Inc.	LIABILITY LIMIT	
Signature(s)	1		2		<i>Corporate Seal</i>
Name & Title(s) Typed	1		2		
<b>SURETY D</b>					
Name & Address			State of Inc.	LIABILITY LIMIT	
Signature(s)	1		2		<i>Corporate Seal</i>
Name & Title(s) Typed	1		2		
<b>SURETY E</b>					
Name & Address			State of Inc.	LIABILITY LIMIT	
Signature(s)	1		2		<i>Corporate Seal</i>
Name & Title(s) Typed	1		2		

#### INSTRUCTIONS

1. This form, for protection of persons supplying labor and material shall be used whenever a payment bond is required under the act of August 24, 1935, 49 Stat. 793, as amended (40 U.S.C. 270a-270e). There shall be no deviation from this form without approval by the Contractor.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting with the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.  
 (b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of individual Surety for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Contractor may require.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal", and if executed in Maine or New Hampshire, shall also affix an adhesive seal.
5. The name of each person signing the payment bond should be typed in the space provided.

<b>PERFORMANCE BOND</b> (see instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of subcontract)	
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION ("x" one)	
		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION	
SURETY(IES) (Name and business address)		PENAL SUM OF BOND	
		MILLION(S)	THOUSAND(S)
		HUNDRED(S)	CENTS
		SUBCONTRACT DATE	SUBCONTRACT NO
<p>KNOW ALL MEN BY THESE PRESENTS, THAT THE Principal and Surety(ies) hereto, are firmly bound to SAIC- Frederick, Inc. (hereinafter called the Contractor) and to the United States of America, joint obligees, in the above penal sum for the payment of which we bind ourselves our heirs, executors, administrators, and successors, jointly and severally: Provided, That, where the Sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. And for all other purposes each Surety binds itself jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>CONDITIONS: The Principal has entered into the subcontract identified above.</p> <p>THEREFORE: The above obligation is void if the Principal</p> <p>(a) (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the subcontract during the original term of the subcontract and any extensions thereof that are granted by the Contractor, with or without notice to the Surety(ies), and during the life of any guaranty required under the subcontract, and (2) performs, and fulfills all the undertakings, covenants, terms and conditions, and agreements of any guaranty required under the subcontract, and (2) performs, and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the subcontract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.</p> <p>(b) Pays to the Government the full amount of the taxes imposed by the Government if the said subcontract is subject to the Miller Act, (40 U.S.C. 270e) which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction subcontract with respect to which this bond is furnished.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>			
PRINCIPAL			
Signature(s)	1	2	<i>Corporate Seal</i>
		( Seal )	
Name(s) & Title(s) (Typed)	1	2	
INDIVIDUAL SURETIES			
Signature(s)	1	2	( Seal )
		( Seal )	
Name(s) (Typed)	1	2	
CORPORATE SURETY(IES)			
Name & Address		State of Inc.	LIABILITY LIMIT
Signature(s)	1	2	<i>Corporate Seal</i>
Name & Title(s) Typed	1	2	

CORPORATE SURETY(IES)			(Continued)		SURETY B
Name & Address			State of Inc.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1		2		
Name & Title(s) Typed	1		2		

  

CORPORATE SURETY(IES)			(Continued)		SURETY C
Name & Address			State of Inc.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1		2		
Name & Title(s) Typed	1		2		

  

CORPORATE SURETY(IES)			(Continued)		SURETY D
Name & Address			State of Inc.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1		2		
Name & Title(s) Typed	1		2		

  

CORPORATE SURETY(IES)			(Continued)		SURETY E
Name & Address			State of Inc.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1		2		
Name & Title(s) Typed	1		2		

BOND PREMIUM	RATE PER THOUSAND \$	TOTAL \$
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#### INSTRUCTIONS

1. This form is authorized for the use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without the approval of the Contractor.
2. The full legal name and business address of the Principal shall be inserted in the spaces designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting with the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (City and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed 'CORPORATE SURETY(IES)', and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.  
  
 (b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Contractor may require.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal", and, if executed in Maine or New Hampshire shall also affix an adhesive seal.
5. The name of each person signing this performance bond should be typed in the space provided.